

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

NANCY ORR, ET AL.,	:	CIVIL ACTION NO.
Plaintiffs,	:	3:02CV1368(AHN/HBF)
	:	
v.	:	
	:	
STATE OF CONNECTICUT,	:	
DEPARTMENT OF CORRECTION,	:	
ET AL.,	:	
Defendants.	:	

	:	
MAUREEN ALLEN, ET AL.,	:	CIVIL ACTION NO.
Plaintiffs,	:	3:02CV1370(AHN/HBF)
	:	
v.	:	
	:	
JOHN J. ARMSTRONG, ET AL.,	:	
Defendants.	:	

STIPULATED AGREEMENT

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I. BACKGROUND

1. This Stipulated Agreement is made and entered into by the parties in order to resolve the claims for injunctive relief made in Orr, et al. v. State of Connecticut, Department of Correction, et al., No. 3 02 CV 1368(AHN/HBF), and in Allen, et al. v. Armstrong, et al., No. 3 02 CV 1370(AHN/HBF).

2. The parties hereby agree that the Court shall certify the Allen, et al. v. Armstrong, et al. action as a class action, pursuant to Federal Rule of Civil Procedure 23, solely for the purpose of ordering the specific equitable relief set forth in this Stipulated Agreement. The parties agree that the class shall be defined as: "All female employees of the Connecticut Department of Correction and all female employees of the UConn Health Center, Correctional Managed Health Care." Class counsel are:

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3. The parties further agree that the Court's Order certifying the class shall be without prejudice to the right of the plaintiffs to request or the defendants to oppose class certification with respect to additional relief, including, but not limited to, declaratory relief and money damages. Neither the Order Certifying the Class, nor the defendants' consent to it, shall be raised by the parties, or considered by the Court, as support for granting or denying any future class certification motions.

4. The parties to this Stipulated Agreement agree and represent that this Agreement is fair, reasonable, and adequate to protect the interests of the class in accordance with Federal Rule of Civil Procedure 23.

5. This Stipulated Agreement is not to be construed as a Consent Judgment or as an adjudication on the merits of this litigation. The defendants deny the allegations in these

lawsuits and do not admit liability. By entering into this Stipulated Agreement, the defendants do not concede that their past policies and practices violate any state or federal laws, or were otherwise inadequate. The plaintiffs stand by the allegations in their complaints.

6. This Stipulated Agreement is binding on the plaintiffs, on all class members, on the Permanent Commission on the Status of Women (PCSW), on the Defendants named in these lawsuits, and on the Defendants' successors in office, employees, and agents.

7. Except as otherwise provided, the Defendants shall be obligated to perform the terms and conditions of this Stipulated Agreement upon the filing of an Order of the District Court (a) incorporating and approving the executed Stipulated Agreement and (b) approving the Stipulated Agreement pursuant to Federal Rule of Civil Procedure 23 and all other Federal Rules applicable to class actions (hereafter "Order on Stipulated Agreement".) The date of the filing of the Court's Order on Stipulated Agreement shall hereafter be referred to as the "Effective Date."

8. The parties expressly request the District Court, in its Order on Stipulated Agreement, to incorporate the terms of this Stipulated Agreement, thereby making "the parties' obligation to comply with the terms of the Stipulated Agreement ... part of the order" within the meaning of Kokkonen v Guardian Life Ins. Co., 511 U.S. 375, 381, 128 L.Ed.2d 391, 397 (1994). The parties agree that, after the Court issues such an Order, it shall have jurisdiction and authority to enforce this Agreement. See id.; Scelsa v City University of New York, 76 F.3d 37, 40 (2d Cir. 1996).

II. GENERAL PROVISIONS

9. Nothing in this Stipulated Agreement shall require or permit the defendants to violate the laws of the State of Connecticut or any collective bargaining agreements to which the State of Connecticut is or becomes a party.

10. "Laws of the State of Connecticut" are state constitutional provisions, statutes, judicial decisions, Rules of Court as promulgated by or issuing from the State of Connecticut judicial, executive or legislative branches, and

regulations of administrative agencies other than the Department of Correction.

11. The Defendants agree that at the present time they are not aware of any conflict between this Agreement and the Laws of the State of Connecticut or any presently existing collective bargaining agreements to which the State is a party. The Commissioner and other policy-making officials of the Department of Correction further agree that they will not seek any new Laws or new collective bargaining agreements, or any changes or amendments to existing Laws or collective bargaining agreements, that would undermine the obligations undertaken in this Stipulated Agreement. If, in the future, there arises a conflict between the Defendants' obligations under this Agreement and any Laws of the State of Connecticut, the Defendants may follow the laws of the State of Connecticut, and they shall promptly notify counsel for the Plaintiffs of the perceived conflict. In the event that the Defendants, due to such a claimed conflict, cease compliance with any provision of this Agreement, the plaintiffs may seek to enforce this Stipulated Agreement or may seek reformation of the Stipulated Agreement in order to effectuate its underlying purposes. Prior

to instituting any such enforcement or reformation action, the plaintiffs shall notify the defendants, and the parties shall meet with the Court. The Defendants shall continue in full compliance with all provisions of this Stipulated Agreement that are not affected by the purportedly conflicting Law.

12. This Stipulated Agreement is the result of lengthy and careful negotiation among all the parties. It has been agreed upon and entered into in order to put a reasonable end to the claims for injunctive and equitable relief made in these lawsuits and to spare the parties the expense, time and risks of protracted litigation on those claims. The Agreement embodies a resolution of the injunctive and other equitable issues involved in this case and, while its provisions are binding on the parties herein, its provisions are not to be construed to be statements, rulings, or precedents with respect to the constitutional and other legal rights of persons who are parties or nonparties to this litigation in this or any other action.

13. This Agreement may be suspended or modified in part or in its entirety if the Commissioner of the Connecticut Department of Correction determines that an "emergency" exists at a correctional facility.

14. "Emergency" means any special circumstances under which it is reasonable to conclude that there is an actual or presumptive threat to (a) the security and order of a correctional facility, or (b) the safety of the staff, inmates or other person(s) within a correctional facility, or (c) the safety of the community, related to activities within the correctional facility.

15. In the event of such a suspension or modification, the Commissioner shall, within two business days (unless it is not feasible to do so within such time, in which case, as soon as feasible), report to class counsel in writing: (a) the date, nature and scope of the "emergency;" (b) the date, length and specific nature of the suspension and/or modification; (c) the reasons for the suspension and/or modification; and (d) if the suspension and/or modification is still in effect, the anticipated date that the Defendants plan to resume full compliance. The Commissioner shall again notify class counsel in writing as soon as full compliance is resumed.

16. Within 15 business days of the Effective Date of this Agreement, the Department of Correction shall mail or deliver a copy of the following documents to each and every person

employed by the Connecticut Department of Correction and to each and every person employed by the University of Connecticut Health Center, Correctional Managed Health Care: (a) the Synopsis of this Stipulated Agreement (attached hereto as Exhibit A); (b) a copy of the proposed revised Administrative Directive 2.2 (attached hereto as Exhibit B); and (c) the "Zero Tolerance Statement" (attached hereto as Exhibit C). Each such employee shall be required to sign a statement that he or she has received the above documents. Each new employee of the Department of Correction and the UConn Health Center Correctional Managed Health Care shall also be issued a copy of these documents within 15 business days of his or her appointment. Also within 15 business days of the Effective Date of this Agreement, the Department of Correction shall make available copies of the complete Stipulated Agreement: on the Department's website, www.doc.state.ct.us/; at the Department of Correction's and the UConn Health Center's Affirmative Action Units; at the Department of Correction's Human Resources Unit; at the Commissioner's Office; and at every Warden's office. The Commissioner or designee shall also promptly mail or deliver

copies of the complete Agreement to any employee upon his or her written request for same.

17. This Stipulated Agreement shall remain in effect for a period of four years from the Effective Date. The Agreement, and all rights and obligations created by the Agreement, shall terminate and shall no longer be enforceable four years from the Effective Date. Upon termination, without the need for any further order of the Court, the Court's jurisdiction over this matter shall end, and the Court shall have no power or jurisdiction to enforce the Agreement. The parties agree that nothing in this Stipulated Agreement may be construed to authorize the Court to extend this Agreement beyond the termination date referred to in this paragraph.

18. During the four year period that the Agreement is in effect, the Court may enforce the Agreement by all appropriate means upon a motion filed by any of the parties (including one or more of the named plaintiffs and any member of the class). Nothing in this Stipulated Agreement shall be construed to limit the Court's inherent authority to enforce the Agreement. The Defendants reserve all legal and equitable defenses that may be raised in an enforcement proceeding including, but not limited

to, defenses based upon the Eleventh Amendment and sovereign immunity. The plaintiffs do not concede the merits of any such defenses. Prior to filing any motion to enforce this Agreement, the parties shall raise the disputed issue(s), in writing, with the PCSW Sexual Harassment Consultant (defined in this Agreement) in an attempt to resolve such issues informally. If the parties are unable to resolve the issues with the Consultant's assistance within 30 days of the request for such assistance, any party may seek appropriate relief from the Court. To the extent that this Agreement imposes any obligation(s) on persons or entities other than the defendants in these actions or the defendants' successors in office, employees or agents (i.e., the Permanent Commission on the Status of Women (PCSW), the PCSW Consultant and the Advisory Committee, defined in this Agreement), the failure of such persons or entities to comply with this Agreement shall not constitute non-compliance by the defendants.

19. The plaintiffs agree that this Stipulated Agreement shall be a complete defense as to the defendants and their successors in office to any claim, suit or action in any forum with regard to any matter covered by this Agreement. The

parties agree that this Agreement does not cover the plaintiffs' claims for money damages, including but not limited to monetary relief pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq., (whether these monetary claims are designated as "equitable relief" or otherwise), and for declaratory relief asserted in these actions. The parties also agree that this Agreement does not cover any individual's claim for injunctive or other equitable relief concerning their individual circumstances.

20. The requests for temporary, preliminary and permanent injunctive relief asserted in these two civil actions are hereby withdrawn, and the parties hereby request that the Court enter an Order dismissing the requests for injunctive relief with prejudice. All remaining claims, allegations and requests for relief asserted in these complaints continue in full force and effect. The parties agree that this dismissal shall not preclude the filing or prosecution of any individual's claim for injunctive or other equitable relief concerning their individual circumstances, nor does it preclude the filing (by way of new complaints or amendments to pending complaints) of class-wide or individual claims for monetary relief pursuant to Title VII of

the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq., (whether these monetary claims are designated as "equitable relief" or otherwise).

III. ADMINISTRATIVE DIRECTIVE 2.2.

21. The Defendants shall, within 60 days of the Effective Date of this Agreement and pursuant to Administrative Directive 1.3, execute, codify, publicize and enforce the revised Sexual Harassment and Retaliation Administrative Directive 2.2 attached hereto as Exhibit B. In the event that the PCSW Consultant has not had an adequate opportunity to comment upon the language in Exhibit B within the 60-day period, that period may be extended for no more than 30 days. If, at any point during the life of this Agreement, the Commissioner desires to amend Administrative Directive 2.2 in any way that differs from the language proposed in Exhibit B, she shall notify class counsel in writing and shall give them an adequate time to review the proposed amendment(s) and to comment upon same. Any such amendments shall be fully consistent with the purposes of this Stipulated Agreement. Any substantial variation(s) from the language in Exhibit B that class counsel believe undermine the purposes or

effect of this Stipulated Agreement may be brought to the attention of the Court by way of an action to enforce this Agreement.

22. The parties agree that the Department's Administrative Directives may impose obligations that vary from the requirements of state and federal anti-discrimination laws, that a violation of any of the Directives does not necessarily constitute a violation of such laws, and that a finding of no violation does not necessarily indicate that a violation of law did not occur. The fact that violation of an Administrative Directive does not necessarily constitute a violation of state or federal law does not in any way diminish (a) the mandatory nature of the Directives or the Department's ability to punish violations of the Directives or (b) the probative value that a violation, or the failure to prevent or discipline such violation, may have to a complainant's legal or administrative claims against an alleged harasser or anyone who allegedly failed to prevent or punish the harasser.

**IV. INVESTIGATION OF SEXUAL HARASSMENT
AND RETALIATION COMPLAINTS/RESPONSIBILITIES
OF THE AFFIRMATIVE ACTION UNIT**

23. The Department of Correction Affirmative Action Unit shall conduct and complete a fair and comprehensive investigation into each and every complaint of sexual harassment, retaliation or related misconduct at the Department, and shall issue its factual findings and recommendations as set forth below.

24. The identity of a complainant and the facts and circumstances of a complaint and investigation shall, to the extent possible (considering the requirements of applicable state and federal laws, collective bargaining agreements and court orders), be kept confidential and shared only on a need-to-know basis.

25. The Unit shall be funded and staffed as the Commissioner, with the advice of the PCSW Consultant (defined below), deems appropriate to adequately and thoroughly perform its mission, to effectuate the terms of this Stipulated Agreement and, to the extent possible, to achieve an harassment-free workplace.

26. To maximize the confidentiality of sexual harassment and retaliation investigations, and to protect the privacy of complainants and witnesses, the Department of Correction shall continue its practice of providing private office space at the Affirmative Action Unit for investigation interviews and shall conduct investigation interviews at other private, off-site locations where necessary to maintain confidentiality or where requested by the complainant or witness. At the time that the date and time of the interview are arranged, complainants and witnesses shall be notified of their right to request that the interview be conducted at a private, off-site location.

27. Complaints concerning sexual harassment, retaliation and related misconduct may be made (a) directly to the Department's Affirmative Action Unit or Human Resources Unit, (b) to the Complainant's facility Warden or Unit Director, where applicable, (c) to any supervisor, or (d) to the PCSW Consultant or the PCSW. Complaints may be made via (a) Affirmative Action Unit Complaint forms (including by attaching, without more, an Incident Report to the Complaint form), (b) any other written complaint, letter or report that clearly identifies the document as a complaint concerning sexual harassment, retaliation or

related misconduct, (c) a telephone call to the Affirmative Action Unit or Human Resources Unit, the facility Warden, Unit Director, a supervisor, the PCSW Consultant or the PCSW, or (d) an in-person meeting with staff from the Affirmative Action Unit or Human Resources Unit, the facility Warden, Unit Director, a supervisor, the PCSW Consultant or staff from the PCSW.

28. Upon the receipt of a verbal complaint, the Affirmative Action Unit Director or assigned Investigator shall, within five business days, reduce the complaint to writing and notify the complainant of the need to sign the complaint. The investigatory and other obligations, and the time limits, set forth in this Agreement shall not commence, in the case of a verbal complaint, unless and until the complaint is signed. All written complaints (whether filed initially as a written complaint or reduced to writing and signed as set forth above) shall be acknowledged by the Affirmative Action Unit by a written confirmation provided to the complainant.

29. After the Effective Date of this Agreement, the Commissioner or designee shall promptly take all steps necessary to create, publicize and make directly available to all Department employees (without the need for a request to a

supervisor or other Department employee) Affirmative Action Unit Complaint forms, which forms shall facilitate the communication of all relevant information to the Affirmative Action Unit and shall advise the complainant of the procedures for filing same.

30. Complainants shall make complaints concerning sexual harassment, retaliation and related misconduct within 60 days of the act, omission or incident complained of (the "60-day rule"); however, the Director of the Affirmative Action Unit may, at the Director's discretion, accept and investigate complaints made after that time. Where a complaint alleges harassing or retaliatory acts that occurred more than 60 days prior to the complaint, but also alleges ongoing or continuing misconduct by the same alleged wrongdoer(s) within the 60-day period, the Director shall accept the complaint and shall investigate the totality of the acts, omissions and incidents complained of.

31. Nothing in this Stipulated Agreement shall be construed to relieve an employee of the obligation to timely file Incident Reports pursuant to Administrative Directive 6.6 or of the obligation to be truthful in all reports and complaints filed. However, the parties agree that not every incident of sexual harassment or retaliation would require the

filing of an Incident Report. In cases where the filing of a complaint concerning sexual harassment, retaliation or related misconduct leads, directly or indirectly, to a finding that the complainant failed to timely file a related Incident Report, the presumptive response to such late-filed Incident Report is to, at most, informally counsel the complainant. Discipline or formal counseling may be imposed only in those rare cases where the Commissioner determines that the Incident Report filing delay materially threatened the safety or security of the institution. In no event may formal or informal counseling or discipline be used as a form of retaliation or punishment for the filing of the complaint concerning sexual harassment, retaliation or related misconduct. In every case where formal or informal counseling or discipline is considered by the Commissioner, the Commissioner shall take into account (a) the negative effect that such counseling or discipline may have on the willingness of complainants to report sexual harassment or retaliation at the Department and (b) the good faith reasons offered by the complainant for her failure to timely report. "Good faith reasons" include, but are not limited to, (a) fear of retribution, embarrassment, or other disincentives to

reporting and (b) in the case of continuing or ongoing conduct, the fact that the harassing or retaliatory nature of earlier acts or incidents did not become apparent until seen in the context of later acts or incidents. The Commissioner shall also consult with the PCSW Consultant (defined below) before any such counseling or discipline is imposed. It is the intent of the parties that the Working Group on Sexual Harassment (defined below), in collaboration with the PCSW Consultant, shall, within 90 days of the Effective Date of this Agreement, recommend a "plain language" explanation of this policy to be distributed to all Department employees and to be incorporated into relevant training curriculum for all employees.

32. For a period of 90 days following the appointment of the PCSW Consultant, the above 60-day rule shall not apply to bar the filing of any complaints with the Department's Affirmative Action Unit concerning sexual harassment, retaliation and related misconduct, no matter how old the act, omission or incident complained of, and there shall be no formal or informal counseling, or discipline, imposed for the late-filing of any related Incident Report. Following the appointment of the PCSW Consultant, the Commissioner shall

promptly communicate this "90-day open filing period" to all Department employees and all members of the plaintiff class. This 90-day open filing period shall not constitute a waiver or equitable tolling by the defendants of applicable EEOC, CHRO or other administrative or legal filing deadlines that may apply to the complainant's claims. In the event that a complaint made during this 90-day open filing period concerns acts or omissions that were the subject of a prior Affirmative Action complaint filed by the same complainant, the Director of the Affirmative Action Unit may consider the findings and recommendations of the earlier complaint investigation, if any, in resolving the later-filed complaint, but only if the Director determines that those earlier findings and recommendations are reliable and were made after an unbiased, fair and thorough investigation. In the event that the Director considers such earlier findings and/or recommendations, he shall document his consideration in writing and shall state the basis for his determination that the earlier findings and/or recommendations are reliable and that the investigation was unbiased, fair and thorough.

33. At the time that a complainant makes a complaint concerning sexual harassment, retaliation, or related

misconduct the Director or designee shall notify the complainant in writing, with the CHRO-created Notice attached hereto as Exhibit D, of the complainant's right to file a complaint with the CHRO and/or the EEOC.

34. At the time that a complainant makes a complaint concerning sexual harassment, retaliation, or related misconduct, the Director or designee shall also notify the complainant in writing of the complainant's right to have the PCSW Consultant attend and/or conduct interviews of complainants, accused persons and other witnesses.

35. The DOC Investigator assigned to a sexual harassment, retaliation, or related misconduct complaint shall conduct an investigation of the complaint, which investigation shall include, to the extent possible, the taking of statements from all witnesses and participants and a review of all other pertinent evidence.

36. Upon completion of the investigation, the Investigator shall submit a written Investigation Report to the Director of Equal Opportunity Assurance (hereafter "Director" or "Director of Affirmative Action") summarizing the Investigator's factual findings and conclusions. The

Investigation Report shall, except for good cause shown (as described in paragraph 37 below), be submitted to the Director within forty-five (45) days of the making of the complaint.

37. The time frames for completion of investigations, the filing of the Investigation Reports and Final Reports (described below), and all other filing and reporting deadlines set forth in this Stipulated Agreement may be extended for good cause shown. "Good cause" includes, but is not limited to: witness unavailability, the pendency of a related criminal prosecution, and scheduling or other logistical difficulties posed by the retention by any involved party of private counsel. The complainant and the PCSW consultant shall be notified in writing within three (3) business days of any such "good cause" extension and the reason(s) therefore, and shall be notified in writing every thirty (30) days thereafter of the status of the extension and of the investigation. Such initial and periodic written reports shall be placed in the complainant's Affirmative Action Complaint File.

38. In conducting investigations and in interviewing witnesses to acts and incidents complained of, the Director of

the Affirmative Action Unit and the Unit's Investigators shall be guided by, and shall fully enforce or seek the full enforcement of, Administrative Directives 2.17.5.A.18, which provides, in relevant part, that "Each Department employee shall ... [c]ooperate fully and truthfully in any inquiry or investigation conducted by the Department of Correction," and 2.17.5.B.27, prohibiting "[l]ying or giving false testimony during the course of a departmental investigation." In any case where the Director, an Investigator or the PCSW Consultant believes that there has been a violation of the above Administrative Directives, the Director shall refer the matter to the Commissioner, who shall take all steps necessary to ensure the prompt investigation of the alleged violation and, where violations are found, to impose appropriate discipline pursuant to Administrative Directive 2.6. Unless prohibited by the terms of applicable collective bargaining agreements, persons found to have violated the above Administrative Directives, or to have otherwise obstructed an Affirmative Action investigation, who are not dismissed from their employment, shall not, within a one year period following the Commissioner's final imposition of discipline against them, be

eligible for promotion. Nothing in this Stipulated Agreement shall affect any additional promotion eligibility penalties set forth in the Department's Administrative Directives.

39. The Director shall have final authority to recommend factual findings and determinations concerning complaints of sexual harassment, retaliation and related misconduct, and to recommend that such temporary or permanent remedial measures as are appropriate be taken. A written Final Report, setting forth the Director's recommended factual findings, and remedial measures (as defined in paragraph 45 below) shall, except in extraordinary circumstances, be issued no later than fifteen (15) days after the Director's receipt of the Investigator's Investigation Report. Any extraordinary circumstances claimed to justify an extension of this time period shall be reported promptly to the PCSW Consultant and shall be memorialized in writing and placed in the complainant's Affirmative Action Complaint File. They shall also be reported to the Complainant as set forth in paragraph 37 above.

40. The Final Report shall promptly be given to the Director of Human Resources, who shall review the Report,

conduct a *Loudermill* hearing if necessary, make any recommendations and promptly forward the Final Report to the Commissioner. The Director of Human Resources shall also promptly notify the PCSW Consultant of the results of the *Loudermill* hearing, if any. At the time that the Affirmative Action Unit Director forwards the report to the Director of Human Resources, the Affirmative Action Unit Director shall also notify the PCSW Consultant that the report has been completed and shall allow the Consultant to review a copy of the Final Report and make recommendations, if any, to the Director of Human Resources. A copy of the Final Report shall be retained in the Department's records for at least the maximum amount of time required by the Record Retention Schedule and any other applicable law.

41. In making his or her factual findings and recommendations, the Investigator and, where necessary, the Director shall consider all reliable probative evidence and shall make findings of disputed issues of material fact by weighing the credibility of witnesses and drawing inferences. See Adriani v. CHRO, 220 Conn. 307, 317-18 (1991). The Investigation Report and, where necessary, the Final Report,

shall explain the basis for any such inferences drawn and credibility determinations made.

42. For the purpose of tracking, and appropriately investigating and disciplining, repeat offenders, the Affirmative Action Unit shall compile and maintain complete, accurate and current records (a) identifying Department employees against whom complaints of sexual harassment, retaliation or related misconduct have been made in the past and (b) describing the findings of those past investigations and any discipline recommended and imposed. In making his or her factual findings and recommendations in any case following the Effective Date of this Agreement, the Investigator and, where necessary, the Director shall determine whether the employee who is accused of misconduct has been the subject of a prior complaint, or has been investigated and/or disciplined in the past, and the Director or Investigator shall take such history into account in making credibility determinations and findings if such information is both reliable and probative. Where such history is considered, the investigator and the Director shall, in the Final Report (defined in paragraph 39) make such consideration clear, and the Commissioner shall,

pursuant to the Department's directives and policies concerning progressive discipline and applicable collective bargaining agreements, consider confirmed past misconduct and past discipline in making the final imposition of discipline.

43. Where all of the relevant evidence weighing in support of confirming a complainant's complaint is equal to or less than all of the relevant evidence weighing against confirming a complainant's complaint, the Director of the Affirmative Action Unit may, at his discretion, find that the complaint is not sustained. Where all of the relevant evidence weighing in support of confirming a complainant's complaint is greater than all of the relevant evidence weighing against confirming the complaint, the Director shall sustain the complaint and shall find in favor of the complainant.

44. At no point after the filing of a complaint concerning sexual harassment, retaliation or related misconduct may the Investigator, Director or other staff at the Department investigate or consider (a) evidence that the complainant engaged in sexual behavior (other than any sexual behavior specifically charged in the complaint), or (b)

evidence concerning the complainant's sexual propensities or predisposition. See Adriani v CHRO, 220 Conn. 307, 317-18 (1991). Exception: the above evidence may be investigated and considered only if it is reliable and highly probative to the matter which is the subject of the investigation. In considering whether the evidence is highly probative, the investigator shall consider the danger of harm or unfair prejudice to the complainant or any other person that might result from investigation or disclosure of such evidence.

45. Appropriate "remedial measures" that may be recommended by the Director, and that shall be promptly considered and ordered by the Commissioner as she deems appropriate, include all steps necessary to protect the complainant, other employees and witnesses from harassing or retaliatory acts during and after the investigation and disciplinary process, including, but not limited to: counseling the alleged harasser to refrain from conduct that may be, or may be perceived to be, harassing or retaliatory; transferring alleged harassers; placing alleged harassers on administrative leave; and offering the complainant, where available, an administrative transfer to another facility or

location. No complainant shall be transferred in connection with a complaint of sexual harassment, retaliation, or related misconduct to a shift that is different from the complainant's current shift unless the complainant agrees in writing to such a shift change. Any such remedial measures shall be consistent with applicable laws, Administrative Directives and collective bargaining agreements, and shall be consistent with maintaining the safety and security of affected correctional facilities.

46. Upon receipt of the Affirmative Action Director's Final Report, the Department's Director of Human Resources shall, within ten business days (or within 10 business days following the conclusion of the *Loudermill* hearing, if any) recommend appropriate discipline and shall forward such recommendation and the reasons for such recommendation to the Director of the Affirmative Action Unit and to the PCSW Consultant for their input and/or differing recommendations on discipline, if any. These recommendations and input shall then, within ten business days, be forwarded to the Commissioner, who shall review the recommendation(s) and who shall, within five business days, make a final determination

of the appropriate discipline to be imposed or shall return the Report (along with written directions as required) to the Affirmative Action Unit and/or the Human Resources Unit (with a copy to the PCSW Consultant), so that further investigation or action deemed necessary by the Commissioner may be accomplished. In the event that the Commissioner returns the Report, the Affirmative Action Unit and/or the Human Resources Unit, as applicable, shall take all steps necessary to conclude the investigation and discipline-recommendation process at the earliest possible time so that the complaint may be finally resolved in a timely manner, and the complainant may be notified of the final resolution in a timely manner, consistent with the goals and procedures set forth in this Stipulated Agreement. Nothing in this Agreement shall be construed to limit the Commissioner's discretion to consult with other DOC staff or state agencies regarding the final determination or discipline. If the Commissioner decides to impose discipline that is in any way different from the recommendations of the Human Resources Unit, the Affirmative Action Director, or the PCSW Consultant, the Commissioner shall document, at the time of the making of the

determination on discipline, the reasons for not accepting one or more of the recommendations. This written documentation shall be made a part of the complainant's Affirmative Action complaint file, and a copy shall be sent to the complainant.

47. If the Commissioner determines that there is not sufficient evidence to substantiate a finding of sexual harassment, retaliation, or related misconduct, she shall notify the complainant within five (5) business days or as soon thereafter as feasible.

48. In the event that the CHRO, the EEOC, or a judge or jury subsequently makes a final determination that the complainant has suffered sexual harassment or retaliation in a case where the Department initially determined that there was insufficient evidence to recommend discipline, the Defendants, upon receiving notice of the legal or administrative findings and conclusions, shall review the investigation and, consistent with the procedures set forth herein, shall determine whether any modification of the Department's earlier findings, any disciplinary action or remedial measures, and any re-opening of the investigation are appropriate.

49. If, at any point before the Department reaches a final resolution of the complaint, the complainant pursues legal or administrative remedies with the CHRO and/or the EEOC and/or any other legal or administrative body, the Department, through the Affirmative Action Unit, shall (unless the complainant requests otherwise in writing) continue with the investigation and appropriate resolution as set forth in this Agreement.

50. The existence of any law enforcement investigation, or other outside investigation, shall not relieve the Department of the responsibility of complying with the provisions of this Stipulated Agreement, except as otherwise provided herein. The Department shall still investigate complaints of sexual harassment and retaliation, and shall take appropriate remedial and disciplinary action, as set forth herein. However, nothing in this Agreement shall be construed to require the Department to take any action that reasonably could compromise an on-going criminal investigation or prosecution.

51. After the Commissioner adopts the written Final Report and makes a determination on the discipline to be imposed, if

any, the Commissioner or designee shall promptly notify the Complainant in writing that the investigation has concluded and shall inform the complainant of the discipline imposed by the Commissioner. Upon request, the Department shall provide to the Complainant a copy of (a) the Final Report and (b) any letter(s) of discipline issued, so long as the disclosure of such records is consistent with the provisions of the Connecticut Freedom of Information Act and any other applicable laws, regulations and collective bargaining agreements. If the discipline imposed is appealed or grieved, the Commissioner or designee shall notify the Complainant in writing when the disciplinary appeal process has concluded, and shall inform the complainant of the final discipline imposed, if any.

52. Nothing in this Agreement is intended to or shall be construed to prohibit any employee of the University of Connecticut Correctional Managed Health Care program to file complaints of sexual harassment, retaliation or related misconduct with the affirmative action officer at the University of Connecticut Health Center.

V. SEXUAL HARASSMENT CONSULTANT.

53. The position of PCSW Sexual Harassment Consultant ("PCSW Consultant") shall be created. The PCSW Consultant shall:

- a. provide an independent outside review of all sexual harassment, retaliation and related misconduct investigations conducted by the Department of Correction during the period covered by this Agreement;
- b. provide timely feedback to the Department and the PCSW to ensure that such investigations are thorough and fair, conducted in a timely fashion, result in appropriate discipline, and deter retaliation;
- c. review all existing Department policies and regulations that concern the prohibition, investigation, and correction of sexual harassment, retaliation and related misconduct, and periodically make specific written findings and recommendations to the Commissioner, with copies of such findings and recommendations forwarded to the PCSW;

d. provide a quarterly written report to the Commissioner and the PCSW, with a copy to class counsel, (1) summarizing the number and nature of any complaints of sexual harassment, retaliation or related misconduct, and the corresponding investigations filed or pending that quarter, and (2) making any findings and recommendations that the Consultant deems relevant;

e. refer complainants to appropriate service providers for peer support or advocacy, as requested by the complainants. Such peer support or advocacy shall be at no additional cost to the Department;

f. upon a complainant's request after the filing of a complaint concerning sexual harassment, retaliation or related misconduct, attend and/or conduct interviews of victim/complainants, accused persons and witnesses;

g. review recommended remedial measures and discipline, if any, prior to their issuance, and make specific

recommendations for any appropriate changes to any remedial measures or discipline recommended;

h. review all existing Department policies and procedures that relate to sexual harassment, retaliation and related misconduct, the investigation and remediation of such claims, and training of all supervisory and non-supervisory staff, and make specific suggestions and recommendations to the Department concerning its existing policies and procedures;

i. routinely share all documents and communications pursuant to the activities above with the PCSW for review; and

j. at the request of any party to this Agreement, meet with the parties in an attempt to resolve any claim of non-compliance with the terms of this Agreement prior to the initiation of any court proceedings relating to any such claim of non-compliance.

54. The PCSW Consultant shall not be called upon as a witness by any party to these actions to provide opinion testimony.

55. The Consultant shall be hired by the PCSW, with the advice of class counsel, the Attorney General and the Commissioner.

56. Adequate funding, in an amount not to exceed \$130,000 annually for the first two years of the Agreement and \$100,000 annually for the second two years of the Agreement, shall be provided by the Department to support the work, including reasonable expenses, of the Consultant. If these amounts are found to be inadequate to retain and support the work of a qualified Consultant, they may be upwardly adjusted by agreement of the parties based upon information learned during the Consultant selection and retention process. The Department shall also provide reasonable and adequate support services for the Consultant, or, at the discretion of the Department, adequate funding for same.

57. The Consultant shall be experienced in the law of employment discrimination and labor generally, sexual harassment and retaliation specifically, personnel policies and

regulations, investigations of workplace disputes and collective bargaining agreements.

58. The Department shall:

a. provide to the Consultant a copy of each and every Affirmative Action Unit complaint concerning sexual harassment, retaliation or related misconduct that is pending on the effective date of this Agreement or filed while this Agreement is in effect;

b. provide to the Consultant a copy of the Affirmative Action Unit Director's investigation plan within five working days following receipt of the complaint. The Director shall receive and consider the Consultant's input and recommendations about the investigation;

c. permit the Consultant, at his/her discretion, and/or upon a complainant's request, to attend and/or conduct interviews of complainants, accused persons and witnesses, and review any written documents pertaining to sexual harassment and retaliation complaints and investigations;

d. permit the Consultant, at his/her discretion, to (i) interview investigators about the nature and scope of an investigation, (ii) review each investigation file and each investigation report prior to its issuance, and (iii) make specific recommendations for any appropriate changes to such reports or further investigation.

59. The PCSW Sexual Harassment Consultant shall work cooperatively with the Commissioner of the Department of Correction (or designee), the Director of Affirmative Action, and the PCSW to discuss and consider the Consultant's recommendations on all matters described herein. Whenever the Consultant makes a written recommendation pursuant to the responsibilities described above, the Commissioner shall either implement the recommendation or respond in writing within 30 days explaining the reasons why such recommendation was not accepted. Any recommendations made by the Consultant pursuant to this Agreement are not binding on the Department of Correction and the Department's failure to implement any such recommendations shall not necessarily be construed to constitute non-compliance with this Agreement. In the event that the

Consultant believes that there has been a violation of any provision of this Stipulated Agreement, or a violation of the Department's rules, policies or procedures concerning the investigation and prevention of sexual harassment, retaliation and related misconduct, the Consultant shall promptly notify in writing the Commissioner and the PCSW of the nature of the alleged violation and the Consultant's recommendations for action.

60. Upon the PCSW Consultant's appointment, the interim independent investigator appointed pursuant to the terms of the January 24, 2003 Memorandum of Understanding executed by the Office of the Attorney General, the PCSW and the Department of Correction (M.O.U.), shall cease receiving new complaints and commencing new investigations.

61. The PCSW Consultant, as soon as feasible after appointment, shall confer with the M.O.U. interim independent investigator for the purpose of facilitating the transfer of all appropriate sexual harassment and retaliation complaints and investigations from the interim investigator back to the Affirmative Action Unit. In determining which complaints and investigations should be transferred to the Affirmative Action

Unit, the PCSW Consultant and M.O.U. interim investigator shall consider the best interests of the complainants and respondents in having the complaints and investigations resolved in one forum, and shall presumptively allow the M.O.U. interim investigator to conclude investigations that are substantially underway at the time of the PCSW Consultant's appointment.

62. Nothing in this Stipulated Agreement is, or shall be construed to be, a waiver by the plaintiffs or by any member of the plaintiff class, of any objections that they may have to the terms of the M.O.U., the appointment or activities of the M.O.U. interim investigator, or the results of any investigation conducted pursuant to the M.O.U.

**VI. COMMISSIONER'S ADVISORY COMMITTEE ON WOMEN'S ISSUES AND
WORKING GROUP ON SEXUAL HARASSMENT.**

ADVISORY COMMITTEE

63. Within 30 days after the Effective Date of this Agreement, the Commissioner or designee shall establish an Advisory Committee on Women's Issues. The Advisory Committee on Women's Issues may, at the Commissioner's discretion, be a sub-committee of a larger Diversity Committee.

64. The Advisory Committee shall (a) provide a forum for employees to express their views concerning, among other things, sexual harassment and retaliation, and (b) review, discuss and offer recommendations to enhance the employment policies, practices and working conditions of women employees at the Department of Correction.

65. The Advisory Committee shall, at least quarterly, transmit to the Director of Affirmative Action a written Advisory Committee Report setting forth: (1) the views and concerns of Department of Correction employees concerning sexual harassment, retaliation and related misconduct at the Department, the investigation and disciplinary process, and all other matters covered by this Stipulated Agreement; and (2) all problems, concerns and suggestions that the Committee may have concerning these issues.

66. The Advisory Committee shall gather relevant information through appropriate sources, which may include, among other sources, periodic focus groups with, and anonymous surveys of, female employees throughout the Department.

67. The Advisory Committee shall be chaired by the Director of Affirmative Action. It may include representatives

from the Office of the Attorney General and the PCSW. It shall include employees from various levels of the Department and worksites. It shall include no fewer than three members of the plaintiff class in these actions, to be chosen by the Commissioner from a list of six provided by class counsel. (For each person on the list of six who declines appointment, if any, class counsel shall submit an additional name.)

68. The Commissioner shall appoint the remaining members of the Committee from among employees who respond to a general notice soliciting candidates. Members of the Committee shall serve 12-month terms and may be re-appointed at the discretion of the Commissioner. Department employees who are members will be released from their regular duties or compensated for attending meetings. The size of the Committee shall be determined by the Commissioner.

69. The Advisory Committee shall meet at least quarterly.

70. The PCSW Consultant and PCSW are invited to attend these meetings, and the Committee meeting minutes will be made available to them for review.

71. At the Commissioner's discretion, members of the Committee may receive specialized training and may serve as a

resource network for Department staff in conjunction with the Office of Affirmative Action.

72. The members of the Advisory Committee shall not be called upon as witnesses by any party to these actions to provide opinion testimony.

73. The parties shall not offer in evidence, at any subsequent hearing or any other proceeding in connection with the damages phase of these lawsuits, any testimony concerning any statements made at meetings of the Advisory Committee.

WORKING GROUP

74. Upon the Effective Date of this Agreement, the Commissioner or designee shall promptly take all steps necessary to establish a "Working Group on Sexual Harassment," which shall consist of outside experts and advisors in the field of sexual harassment and women in public safety employment.

75. The members of the Working Group shall be chosen, in equal numbers, by the Commissioner and the PCSW, and the Attorney General shall appoint one member. The Attorney General shall choose his one Working Group member on behalf of the Office of the Attorney General, not on behalf of the Department

of Correction; and he and his office shall not consult with, or receive comments or suggestions from, the Commissioner or any other Department employee concerning the selection of his choice to serve on the Working Group.

76. The purpose of the Working Group on Sexual Harassment is to assist the Department and the PCSW Consultant in the review of existing Department policies, procedures and practices, and in the development of recommendations and best practices to address and correct any sexual harassment, retaliation, related misconduct and sexually hostile working conditions within the Department.

77. The Working Group may recommend to the Commissioner amendments to the Department's Administrative Directives in order to effectuate the terms of this Agreement and to facilitate the goal of achieving an harassment-free workplace. Prior to making any amendments to Administrative Directive 2.2 (attached hereto as Exhibit B), the Commissioner shall seek input and advice from the PCSW Consultant and class counsel, consistent with paragraph 21.

78. The Working Group will not review or be given access to confidential information regarding individual complaints or investigations.

79. The Working Group will meet at least quarterly with the PCSW Consultant, the PCSW, and Department staff (including the Director of Affirmative Action, the Director of Human Resources, the Director of Training and Staff Development, and the Commissioner). The Sexual Harassment Consultant will be free to discuss any issues or recommendations that are relevant to the policies and procedures of the DOC except that the Consultant shall not disclose confidential information regarding individual complaints or investigations.

80. While the recommendations of the Working Group are non-binding, it is the intent of the parties that officials of the Department and members of the Working Group will work collaboratively to develop policies and procedures that will be implemented by the Department to reduce sexual harassment and retaliation, and to improve investigatory and disciplinary procedures related to sexual harassment, retaliation and related misconduct. When a written recommendation of the Working Group is not accepted by the Department, a written response shall be

provided by the Commissioner within 30 days explaining the reason why such recommendation was not accepted. The Department's failure to implement any such recommendation shall not necessarily be construed to constitute non-compliance with this Agreement.

81. The Working Group will be co-chaired by the PCSW Executive Director and the Director of Affirmative Action. These co-chair positions are in addition to the member positions described above. The members of this Working Group shall serve without compensation. The size of the working group shall be determined by the Commissioner with the advice and consent of the PCSW and the Attorney General.

VII. DISCIPLINE.

82. The Defendants agree that, in pursuing fair, meaningful and consistent discipline for persons found to have engaged in sexual harassment, retaliation, or related misconduct, the process by which discipline is initially imposed, and the process by which the Defendants defend the disciplinary action taken, through the grievance process or in any other forum, are critically important, and should be

designed and followed in such a way (a) that employees of the Department are made to understand that acts of sexual harassment, retaliation, and related misconduct will be treated with the utmost seriousness and will result in appropriate discipline, and (b) so as to maximize the likelihood that those persons and entities charged with reviewing such disciplinary decisions will uphold discipline when the Commissioner imposes it, to the extent consistent with applicable laws, regulations, rules and collective bargaining agreements.

83. Towards these ends, within 15 business days of the Effective Date of this Agreement, the Defendants shall mail or deliver to all Department employees the "Sexual Harassment and Retaliation Zero Tolerance Statement," attached hereto as Exhibit C, which shall be signed by the Commissioner.

84. The Defendants shall, after the Effective Date of this Agreement, fully enforce, and shall (as the Commissioner deems necessary) amend, Administrative Directive 2.6 so as to effectuate the purposes of this Stipulated Agreement and, specifically, so as to allow for the meaningful and appropriate imposition of discipline in all cases of confirmed sexual harassment, retaliation and related misconduct.

85. All employees found to have committed such offenses, except employees who have been dismissed or for any other reason are no longer employed by the Department, shall be ordered, in addition to the regular periodic sexual harassment training discussed in this Agreement, to undergo additional periodic training to ensure their understanding of and compliance with sexual harassment requirements, as determined by the Commissioner or her designee. Unless prohibited by the terms of applicable collective bargaining agreements, persons found to have committed sexual harassment, retaliation, or related misconduct, who are not dismissed from their employment shall not, within a one-year period following the Commissioner's final imposition of discipline against them, be eligible for promotion.

86. The Defendants shall, upon the Effective Date of this Agreement, fully enforce, and shall (as the Commissioner deems necessary) amend, Administrative Directive 2.6.11 so as to effectuate the purposes of this Stipulated Agreement and, specifically, so as to allow for the meaningful and appropriate imposition of discipline in all cases of relevant misconduct outside of the workplace.

87. Beginning on the Effective Date of this Agreement, the Commissioner shall continue to gather, and shall promptly transmit to the Director of the Affirmative Action Unit, notice concerning the arrest, and the disposition of such arrest, of any Department employee for assaulting, threatening or in any way injuring a female or for having engaged in any other conduct that constitutes sexual harassment or retaliation off duty or outside of the workplace.

88. The Department shall, consistent with Administrative Directive 2.6, investigate all of these cases, shall make findings and recommendations, and shall determine appropriate remedial measures, in a manner consistent with the procedures set forth in this Agreement.

89. In these cases, the Human Resources Director shall recommend appropriate discipline, if any, and the Commissioner shall impose, and shall defend the imposition of, discipline in a manner consistent with the requirements of this Agreement pertaining to sexual harassment and retaliation at the workplace (where applicable), and Administrative Directive 2.6 and applicable collective bargaining agreements.

VIII. STAFF TRAINING.

90. The Defendants agree that the Affirmative Action Unit's Director and Investigators, all Department supervisors and other staff, and any persons who have the responsibility to conduct future sexual harassment and retaliation training sessions at the Department shall receive meaningful, mandatory and periodic anti-sexual harassment and anti-retaliation training.

91. The Department shall, with the advice and consent of the Permanent Commission on the Status of Women (PCSW), contract the services of an expert sexual harassment training provider to assist the Department with developing, delivering, evaluating, and monitoring sexual harassment training with the Department's Center for Training and Staff Development (CTSD).

92. The training provider will be on contract for the period of this Agreement for the purpose of monitoring the Department's training protocols and programs and for the purpose of training the Department's in-house sexual harassment trainers (the "train the trainers" programs). The provider shall: assist with the development of a lesson plan; conduct train-the-trainer courses for Department staff; conduct joint training with CTSD

staff for at least one full training year (i.e., one complete training cycle for all staff) to enhance Department training expertise; conduct specialized training courses related to sexual harassment; and monitor and audit classes conducted by Department staff to ensure continuous quality and integrity.

93. The PCSW shall also continue to review and make recommendations to the Department regarding its sexual harassment training curriculum for employees and trainers, and the Department shall permit the PCSW to observe training sessions in order to provide feedback to the Department. Such PCSW review and recommendations are not in lieu of utilizing outside trainers to conduct department wide training as well as "train the trainer classes" and training of Affirmative Action investigators.

94. The Department shall provide a minimum of three hours of Sexual Harassment Prevention and Response Training to all employees as part of the employees' required pre-service training and to any current employee who has not received at least three hours of such training within the past 12 months. Thereafter, the Department shall provide a minimum of one hour

of such training to all employees as a part of its annual refresher training program.

95. Classes will normally not exceed 25 participants, and in no circumstance will exceed 30 participants.

96. CTSD will identify Department staff as trainers with the participation and advice of the contracted training provider, and will coordinate all training cycles, teams of trainers, training sites, class handouts and materials with the contracted training provider. All Department sexual harassment staff trainers must complete a thorough train-the-trainers course prior to conducting a class. Department trainers will also have the opportunity to observe at least three training classes provided by the contracted trainers before they present the class. The contracted training provider will assist the Department with the development of the lesson plan to be utilized with the advice and approval of the PCSW. The Commissioner retains final authority over safety and security issues.

97. The Department shall develop a standard course evaluation form, and each training participant will be requested and encouraged to complete one at the end of every training

class. The evaluations will be anonymous, and the forms will be reviewed by the contracted trainers, the Commissioner or designee, and PCSW to continuously monitor and, if necessary, improve the quality of the training classes.

IX. REPORTING REQUIREMENTS.

98. As part of their ongoing responsibility to investigate, remediate and attempt to prevent sexual harassment and retaliation at the Department of Correction, and in order that all interested parties, including the Department's employees and class counsel, shall have the ability to stay informed of the Department's progress and compliance with this Agreement, the Affirmative Action Unit Director and the Commissioner shall, on an ongoing basis, collect, compile and evaluate data concerning sexual harassment and retaliation at the Department and concerning all aspects of the complaint, investigation and disciplinary process, and shall, at least quarterly, present their findings in a written Compliance Report.

99. The Compliance Report shall compile and evaluate data from all appropriate sources, which may include the Affirmative

Action Unit's own investigation records, the Advisory Committee, the Working Group on Sexual Harassment, the *Loudermill* and Grievance Process hearings, and the PCSW Consultant. The Compliance Report shall include, for each sexual harassment or retaliation complaint filed during the preceding quarter, (a) the date of the complaint, (b) the nature of the allegations, (c) the time to completion of the investigation, (d) the discipline recommended, (e) the discipline imposed by the Commissioner, (f) the status of any appeal, (g) final discipline after appeal, and (h) any remedial measures ordered.

100. The primary purposes of the Compliance Report is (1) to inform all interested parties concerning the Defendants' compliance with the terms, conditions and requirements of this Agreement, and (2) to measure the effectiveness of the Department's ongoing efforts to eradicate sexual harassment and retaliation.

101. The Compliance Report shall be made available upon request to all Department employees, and shall be mailed to the PCSW and to class counsel. It shall be accompanied by a written statement, signed by the Director of the Affirmative Action Unit and the Commissioner of the Department of Correction, certifying

the accuracy and completeness of the Report and the underlying data, and certifying that the Department is in compliance with this Stipulated Agreement, or explaining, where necessary, any deviation from, or failure to comply fully with, any provision of this Agreement. Such certification may, as in the ordinary course of the Department's business, be based upon information provided to the Commissioner and the Director by Department officials and employees. All underlying data shall be stored, for at least 12 months following the expiration of this Agreement, in the custody and control of the Director, and shall be made available to class counsel or their designees upon a request for same.

X. RESTROOM ISSUES.

102. The Defendants shall take all steps necessary to provide adequate restroom facilities and restroom breaks for all employees of the Department of Correction at each and every Department facility. Restroom facilities and restroom breaks shall be provided to employees of the Department such that employees shall receive restroom relief within 20 minutes from the time of a request for same. The only exception to this time

period is where an "emergency," as defined in paragraph 14 of this Agreement, makes compliance with this time period not feasible, in which case the restroom relief shall be provided as soon as feasible and the "emergency" shall be promptly noted by the responsible supervisor in the supervisor's log book when he/she becomes aware that requested relief was not provided within 20 minutes from the time of the request.

103. There shall be a speedy mechanism for reporting breaches of this standard to the Warden of the facility involved, and, at the discretion of the complainant, to the Affirmative Action Unit.

104. Any violation of this standard may be treated as an incident of sexual harassment, retaliation or related misconduct, and, if the complainant files a complaint alleging that a claimed violation of this standard was an incident of sexual harassment, retaliation or related misconduct, the complaint shall be appropriately addressed and remedied as set forth in this Agreement.

XI. COSTS AND ATTORNEYS FEES.

105. The Defendants hereby agree that, as to the injunctive relief claims asserted in these lawsuits, Plaintiffs (unless they subsequently opt out of the class) are "prevailing parties" within the meaning of 42 U.S.C. § 1988 and governing case law, entitling them to fair and appropriate statutory attorneys fees and costs to be paid by the Defendants. The Defendants reserve the right to assert any other objections to the Plaintiffs' claims for attorney fees, including objections (if any) concerning the degree to which plaintiffs achieved the injunctive relief sought in their complaints, and the plaintiffs reserve the right to counter any such objections.

106. The determination of the amount of such fees and costs, including the application of a lodestar adjustment or multiplier, if any, shall be reserved for later determination.

XII. NO EFFECT ON SUBSEQUENT DAMAGES CLAIMS.

107. This Stipulated Agreement is not, and shall not be construed to be, a waiver by the plaintiffs of their claims for money damages, for declaratory relief, or for monetary relief pursuant to Title VII of the Civil Rights Act of 1964, as

amended, 42 U.S.C. § 2000e, et seq., (whether such monetary relief is designated as "equitable relief" or otherwise). The parties agree that the Court continues to retain jurisdiction over these actions to adjudicate the money damages, declaratory relief, and Title VII monetary relief claims of the plaintiffs, and of the class members if one or more classes are subsequently certified.

108. The existence of this Stipulated Agreement shall not be made known to the trier of fact, to any other person that has authority to award damages, or to anyone else in any subsequent damages hearings, mediations or trials concerning the plaintiffs' and class members' claims in these cases. Nothing in this Agreement shall be used by the parties in any way that might increase or decrease an award of damages, or in any way that could be construed as an attempt to increase or decrease an award of damages.

109. This Agreement, the various documents created pursuant to this Agreement (such as the Zero-Tolerance Statement and the other documents attached hereto as exhibits), and any amendments to the Department's Administrative Directives specifically set forth herein, shall not be admissible in any subsequent

proceeding to prove the inadequacy of any prior policies or directives.

XIII. CONSTRUCTION OF THIS AGREEMENT.

110. For purposes of construing this Agreement, neither party shall be considered its sole or primary author. It is a jointly-drafted document. Any rules of construction that interpret agreement terms against the drafter shall not apply.

IT IS SO STIPULATED.

THE ALLEN, ET AL. V. ARMSTRONG, ET AL. CLASS PLAINTIFFS

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Date April 17, 2003

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Date April 17, 2003

THE ORR, ET AL. V. STATE OF CONNECTICUT, ET AL. INDIVIDUAL
PLAINTIFFS

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Date 4/17/03

THE DEFENDANTS

By Theresa Lantz
Theresa Lantz
Commissioner
Department of Correction

Date 4/17/03

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PERMANENT COMMISSION ON THE STATUS OF WOMEN

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Date 4/17/03

EXHIBIT A

NOTICE RE: SEXUAL HARASSMENT AND RETALIATION
FEDERAL COURT SETTLEMENT

As a result of two pending federal lawsuits, the Commissioner has agreed to institute positive changes to the way that sexual harassment and retaliation are investigated, prevented and disciplined at the Department of Correction. These changes have been approved and will be enforced by the federal court, and they are set forth in a “Stipulated Agreement” which will be in effect for the next four years. The entire Stipulated Agreement may be found at the Department of Corrections website, www.doc.state.ct.us/, and at the Department’s Affirmative Action Unit, the Human Resources Unit, the Commissioner’s Office, and the Warden’s office at each Department facility. This Notice sets forth the central features of the Agreement.

Class Certification

The Court has certified a plaintiff class defined as: "All female employees of the Connecticut Department of Correction and all female employees of the UConn Health Center, Correctional Managed Health Care." These class members may bring an action to enforce the Stipulated Agreement if the Department fails to comply with its terms. Class counsel are:

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Administrative Directives

The Department's Administrative Directive 2.2, concerning sexual harassment and retaliation, has been revised. Administrative Directive 2.2, Administrative Directive 2.6, concerning discipline, and all other directives relating to the investigation, remediation and discipline of sexual harassment and retaliation shall be vigorously enforced.

Sexual Harassment Investigations

The Department's rules and practices for investigating and punishing sexual harassment and retaliation have been revised. Specifically:

- Complainants have the right to be interviewed about the complaint at a private, off-site location;
- Complaints may be made orally or in writing and may be submitted to a variety of different persons and entities;
- Complaints must ordinarily be submitted within 60 days of the act, omission or incident complained of ("the 60-day rule"); however, some complaints made after that time may be accepted and investigated by the Affirmative Action Unit, especially where the complaint alleges ongoing or continuing misconduct by the same alleged wrongdoer(s);
- In no event may counseling or discipline be used as a form of retaliation or punishment for the filing of the complaint;
- For a period of 90 days after the appointment of the PCSW Consultant (see below), the above 60-day rule shall not apply to bar the filing of any complaints concerning sexual harassment, retaliation or related misconduct, no matter how old the act, omission or incident complained of, and there shall be no counseling or discipline imposed for any related late-filed Incident Report;
- At the time of a complaint, the Director of the Affirmative Action Unit shall notify the complainant in writing of the complainant's right to file a state or federal discrimination complaint with the CHRO and/or the EEOC;
- The Department's investigators shall fully enforce Administrative Directive 2.17.5.A.18, providing that "Each Department employee shall ... [c]ooperate fully and truthfully in any inquiry or investigation conducted by the Department of Correction," and Directive 2.17.5.B.27, prohibiting "[l]ying or giving false testimony during the course of a departmental investigation." Persons found to have violated these Directives, who are not dismissed from their employment, shall not, within a one-year period following the final imposition of discipline against them, be eligible for promotion;

- Investigators shall assess the credibility of all witnesses as necessary to resolve witnesses' conflicting factual accounts. Every effort will be made to resolve "he said, she said" situations;**
- For the purpose of tracking, investigating and disciplining repeat offenders, the Affirmative Action Unit shall compile and maintain records identifying Department employees against whom complaints of sexual harassment, retaliation or related misconduct have been made in the past;**
- The Director of the Affirmative Action Unit may recommend "remedial measures" (consistent with law and applicable collective bargaining agreements) to protect the complainant from harassing or retaliatory acts during and after the investigation and disciplinary process. These remedial measures include, but are not limited to: counseling alleged harassers, transferring alleged harassers, placing alleged harassers on administrative leave, and offering the complainant, where available, an administrative transfer to the same shift at another facility. No complainant shall be transferred in connection with a complaint of sexual harassment or retaliation to a shift that is different from the complainant's current shift unless the complainant agrees in writing to such a shift change;**
- If, at any point before the Department reaches a final resolution of the complaint, the complainant pursues legal or administrative remedies with the CHRO and/or the EEOC and/or any other legal or administrative body, the Department shall continue with the investigation, and shall impose discipline if appropriate;**
- Investigations shall (except in extraordinary circumstances) be completed within 60 days of the complaint. Discipline, if any, shall be imposed by the Commissioner within 25 days after the completion of the investigation;**
- Complainants shall be promptly notified when the investigation and disciplinary imposition process has concluded, and shall be informed of the final discipline ordered. Where appropriate, the complainant may also be provided with a copy of the Affirmative Action Unit Director's Final Investigation Report and the Commissioner's letter(s) of discipline. At the conclusion of any disciplinary appeal process, the complainant shall be notified of the final discipline imposed, if any;**
- The complainant shall be notified promptly of any delay in the investigation or disciplinary process.**

PCSW Consultant

The position of “Permanent Commission on the Status of Women Sexual Harassment Consultant” (“PCSW Consultant”) shall be created. The PCSW Consultant shall be hired and supervised by the PCSW, an independent State agency. The Consultant shall:

- provide an independent outside review of all sexual harassment and retaliation investigations and Department policies and regulations, and make specific written findings and recommendations to the Commissioner;
- provide a quarterly written report to the Commissioner and the PCSW, with a copy to class counsel, (a) summarizing the complaints and investigations of sexual harassment and retaliation filed or pending that quarter, and (b) making any findings and recommendations that the Consultant deems relevant;
- receive a copy of each and every pending and future complaint concerning sexual harassment and retaliation;
- upon a complainant’s request, attend and/or conduct interviews of complainants, accused persons and witnesses;
- be permitted to interview investigators about the nature and scope of the investigation, and shall be permitted to review each investigation file and each investigation report prior to its issuance. The Consultant shall also be permitted to make specific recommendations for any appropriate changes to such reports or further investigation;
- review recommended remedial measures and discipline, if any, prior to their issuance, and make specific recommendations for any appropriate changes to any remedial measures or discipline ordered.

Advisory Committee

The Commissioner shall establish an Advisory Committee on Women’s Issues, which shall: (a) provide a forum for employees to express their views concerning sexual harassment and retaliation, and (b) review, discuss and offer recommendations to enhance the employment policies, practices and working conditions of women employees at the Department.

The Advisory Committee shall be chaired by the Director of Affirmative Action, it may include representatives from the Office of the Attorney General and the PCSW, and it shall include employees from various levels of the Department and worksites, including at least three members of the plaintiff class. The Commissioner shall appoint the remaining members of the Committee from among employees who respond to a general notice soliciting candidates.

Working Group on Sexual Harassment

The Commissioner shall also establish a “Working Group on Sexual Harassment,” which shall consist of outside experts and advisors in the field of sexual harassment and women in public safety employment. The members of the Working Group shall be chosen, in equal numbers, by the Commissioner, the PCSW and the Attorney General.

The Working Group on Sexual Harassment will assist the Department and the PCSW Consultant in the review of existing Department policies, procedures and practices, and in the development of recommendations and best practices to address and correct any sexual harassment, retaliation, related misconduct and sexually hostile working conditions within the Department.

Investigation and Punishment of Off-Site Misconduct

The Commissioner shall gather and transmit to the Director of the Affirmative Action Unit notice concerning the arrest of any Department employee for assaulting, threatening or in any way injuring a female or for having engaged in any other conduct that constitutes sexual harassment or retaliation off duty or outside of the workplace.

The Department shall investigate all of these cases, shall make findings and recommendations, and shall determine appropriate remedial measures.

Training

The Department shall, with the advice and consent of the PCSW, contract the services of an expert sexual harassment training provider to assist the Department with developing, delivering, evaluating, and monitoring sexual harassment training with the Department’s Center for Training and Staff Development (CTSD).

The training provider will be on contract for a period of four years. It shall monitor the Department’s training protocols and programs, train the Department’s in-house sexual harassment trainers, assist with the development of a lesson plan, conduct joint training with CTSD staff for at least one full training year, conduct specialized training courses related to sexual harassment, and monitor and audit classes conducted by Department staff to ensure quality and integrity.

The Department shall provide three hours of Sexual Harassment Prevention and Response Training to all employees as part of the employees' required pre-service training and one hour of annual refresher training.

Compliance Report

The Affirmative Action Unit Director and the Commissioner shall collect, compile and evaluate data concerning sexual harassment and retaliation at the Department and concerning all aspects of the complaint, investigation and disciplinary process, and shall, at least quarterly, present their findings in a written Compliance Report.

The primary purpose of the Compliance Report is (1) to inform all interested parties concerning the Department's compliance with the terms, conditions and requirements of the Stipulated Agreement, and (2) to measure the effectiveness of the Department's ongoing efforts to eradicate sexual harassment and retaliation.

The Compliance Report shall be made available to all Department employees, and shall be mailed to class counsel and to the Court. It shall be accompanied by a written statement, signed by the Director of the Affirmative Action Unit and the Commissioner of the Department of Correction, certifying the accuracy and completeness of the Report and the underlying data, certifying that the Department is in compliance with each and every provision of the Stipulated Agreement, and explaining, where necessary, any deviation from, or failure to comply fully with, any provision of the Agreement.

Restroom Issues

The Commissioner shall take all steps necessary to provide adequate restroom facilities and restroom breaks for all employees of the Department of Correction at each and every Department facility. Restroom facilities and restroom breaks shall be provided to employees of the Department such that employees shall ordinarily receive restroom relief within 20 minutes from the time of a request for same.

There shall be a speedy mechanism for reporting breaches of this standard to the Warden of the facility involved, or, at the discretion of the complainant, to the Affirmative Action Unit. Any violation of this standard may be treated as an incident of sexual harassment, retaliation or related misconduct, and shall, if the complainant files a complaint, be appropriately addressed, remedied and disciplined as set forth in this Agreement.

No Effect on Employee's Individual Injunctive Relief or Money Damages Claims

The Stipulated Agreement does not resolve, and shall have no effect on, any individual employee's claims for (a) individual injunctive relief or (b) money damages related to sexual harassment, retaliation or related misconduct, including those claims already asserted in the federal complaints, and any claims that may be brought in the future.

EXHIBIT B

PROPOSED ADMINISTRATIVE DIRECTIVE 2.2

1. Policy. It is the policy of the Department to provide its employees with a workplace free of sexual harassment, retaliation and related misconduct. The Department shall investigate, and provide appropriate discipline, remedial measures and resolution for, each complaint and each reported incident of sexual harassment, retaliation and related misconduct.

2. Authority and Reference.

[same as current version]

3. Definition. For the purposes stated herein, the following definition applies:

Sexual Harassment:

[same as current version]

Retaliation Relating to Complaints of Sexual Harassment:

Any intimidation, threat, coercion, discrimination, or other restraint or retaliation against a complainant because of the complainant (a) making a written or verbal complaint of sexual harassment, retaliation or related misconduct, (b) resisting or opposing any discriminatory practice, or (c) testifying at, assisting in, or otherwise participating in an investigation or proceeding.

4. Prohibited Conduct:

Examples of conduct that may constitute Sexual Harassment or Related Misconduct include, but are not limited to:

[same as current version, but add following language:]

H. Any career advancement or other employment-related special or preferential treatment of an employee based upon the employee's willingness or perceived willingness to engage in sexual activity, or that employee's willingness or perceived willingness to tolerate sexual advances, requests for sexual favors, or other inappropriate verbal or physical conduct or behavior of a sexual nature.

Examples of conduct that may constitute Retaliation include, but are not limited to:

A. An adverse employment action, including firing, demotion, discipline or other negative change in the terms, conditions or privileges of employment;

B. Creating a hostile working environment for an employee by, for example: (1) shunning and ostracizing the employee; (2) labeling the employee a "snitch" or a "rat;" (3) stalking and harassing the employee; (4) making obscene, threatening or hang-up telephone calls; (5) refusing to provide back-up or support in emergency situations; (6) subjecting the employee to demeaning or sexual gossip and rumors; (7) tampering with the employee's security equipment; (8) tampering with, vandalizing or stealing the employee's car or personal belongings; (9) calling the person lewd and disgusting names; (10) denying the employee timely and adequate restroom breaks; and (11) preventing the employee from making radio transmissions;

C. Involuntarily transferring the employee to different and less desirable facilities, positions or shifts;

D. Violating the employee's privacy or confidentiality by, for example, making the employee's identity and complaints known to fellow employees, supervisors and inmates;

E. Selectively enforcing work rules and requirements against the employee;

F. Selectively disciplining the employee or selectively threatening to impose discipline against the employee;

G. Holding the employee to a higher standard of performance than his or her co-workers;

H. Denying the employee training opportunities, favorable transfers or promotions; and

I. Giving the employee unfair or inaccurate performance evaluations.

5. Employee Responsibility:

An employee shall not engage in behavior that constitutes sexual harassment, retaliation or related misconduct.

6. Manager or Supervisor Responsibility:

A. [Same as current version, but add "retaliation and related misconduct"]

B. [Same as current version, but add "retaliation and related misconduct"]

C. [Same as current version, but add "retaliation and related misconduct"]

D. The Director of Affirmative Action shall be advised by the warden or senior unit supervisor, as applicable, of any reported incident, allegation or complaint of sexual harassment, retaliation or related misconduct as soon as feasible.

7. Complaint Investigation:

The Affirmative Action Unit shall conduct and complete a fair, comprehensive and, to the extent possible, confidential investigation into each and every complaint of sexual harassment, retaliation or related misconduct at the Department, and shall (ordinarily within 60 days of the filing of the complaint) present to the Commissioner a Final Investigation Report, setting forth the Unit's findings and recommended discipline, if any. Complaints may be made (a) directly to the Affirmative Action Unit or Human Resources Unit, (b) to the Complainant's facility Warden or Unit Director, where applicable, (c) to any supervisor or (d) to the independent Consultant/Investigator appointed by the Permanent Commission on the Status of Women (PCSW), or (e) directly to the PCSW. Complaints may be made via (a) Affirmative Action Unit Complaint forms (including by attaching, without more, a relevant Incident Report to the Complaint form), (b) any other written complaint, letter or report, (c) a telephone call to the Affirmative Action Unit or Human Resources Unit, the facility Warden, Unit Director, a supervisor or the PCSW Consultant or the PCSW, or (d) an in-person meeting with staff from the Affirmative Action Unit or Human Resources Unit, the facility Warden, Unit Director, a supervisor, the PCSW Consultant or PCSW staff. Complainants shall make complaints concerning sexual harassment, retaliation and related misconduct within 60 days of the act or incident complained of; however, the Director of the Affirmative Action Unit may accept and investigate complaints made after that time. At the complainant's request, investigation interviews shall be conducted at a private, off-site location. Additional detailed information concerning the investigation and disciplinary process may be obtained by making a request to the Affirmative Action Unit or the PCSW Consultant, and/or by viewing the "Stipulated Agreement" concerning sexual harassment investigations at the Department of Corrections website, www.doc.state.ct.us/.

8. File Management:

[Same as current version]

9. Disciplinary Action:

Any employee who is found, after investigation, (a) to have engaged in sexual harassment, retaliation or related misconduct, (b) to have been negligent in pursuing appropriate action, or (c) to have failed to cooperate fully and truthfully in the investigation or to have lied or given false testimony during the course of the investigation, shall be subject to consequences appropriate to the violation, including discipline up to and including dismissal.

10. Remedial Action:

In response to a complaint of sexual harassment, retaliation or related misconduct, the Director of Affirmative Action may recommend and the Commissioner may order appropriate remedial measures. Appropriate remedial measures that may be ordered by the Commissioner include all steps necessary to protect the complainant, other employees and supportive witnesses from harassing or retaliatory acts during and after the investigation and disciplinary process, including, but not limited to: counseling the alleged harasser to refrain from conduct that may be, or may be perceived to be, harassing or retaliatory; transferring alleged harassers; placing alleged harassers on administrative leave; and offering the complainant, where available, an administrative transfer to the same shift at another facility. No complainant shall be transferred in connection with a complaint of sexual harassment or retaliation to a shift that is different from the complainant's current shift unless the complainant agrees in writing to such a shift change.

11. [Current paragraph deleted]

11. Confidentiality:

The identity of a complainant and the facts and circumstances of a complaint and investigation shall, to the

extent possible, be kept confidential and shared only on a need-to-know basis.

12. Notification of Complainant's Rights:

Upon the making of a complaint concerning sexual harassment, retaliation or related misconduct, the complainant shall be provided comprehensive written information concerning: (a) the timelines and other procedures and requirements governing the Department's investigation and resolution of the complaint; (b) CHRO/EEOC administrative rights, including applicable filing deadlines and procedures; and (c) the names and telephone numbers of persons and organizations to contact (both inside and outside of the Department) with questions about the complainant's rights or about the complaint and investigation process. At least once a month until the final resolution of the complaint, investigation and disciplinary and remedial process, including all appeals, the complainant shall be kept apprised in writing of the progress of the investigation and its outcome.

13. Exceptions:

[Same as current version]

EXHIBIT C

DRAFT ZERO TOLERANCE STATEMENT

To All Employees of the Department of Correction and the UConn Health Center Correctional Managed Health Care Program

On April __, 2003, the United States District Court approved a Stipulated Agreement entered into by the parties to two lawsuits dealing with allegations of sexual harassment in the Department of Correction and the manner in which complaints of sexual harassment, retaliation and related sexual misconduct are handled. Attached to this letter are the following:

1. A synopsis of the provisions contained in the Stipulated Agreement; and
2. A copy of proposed revisions to the DOC's Administrative Directive 2.2 on sexual harassment, which will be implemented in the near future.

The signing of this Agreement represents a positive new direction for the Connecticut Department of Correction. As Commissioner, I am very pleased that we have been able to reach a mutual resolution of the major issues raised in these lawsuits. I am fully committed to providing all employees with a workplace that is free from sexual harassment, sexually offensive misconduct and retaliatory actions against those individuals who have submitted a complaint of such behavior. Misconduct of this nature cannot and will not be tolerated. Violations of the sexual harassment policy will be dealt with in a timely and meaningful fashion, with discipline rendered as appropriate. I expect all employees to commit themselves to maintaining a professional workplace and to conduct themselves accordingly. Diligently addressing this intolerable behavior must be our mutual goal as we continue to move the agency forward.

EXHIBIT D

Illegal Discrimination

How to File a Complaint with the Connecticut Commission on Human Rights & Opportunities

If you think you're being treated unfairly in

- Employment,
- Housing,
- Public Accommodations, or
- Credit Transactions

You can get information and file a complain at the Connecticut Commission on Human Rights and Opportunities (CHRO) Office nearest you, or at our administrative offices for Housing Complaints, as listed on the back page.

Under Connecticut law, it is illegal to discriminate based on....

Race	Religious creed/creed	Sexual Orientation
Color	Alienage	Mental Retardation
Sex, including pregnancy and sexual harassment	Learning Disability	Guide dog access
Age	Marital Status	Ancestry
National origin	Familial Status	Physical Disability
Mental disability	Lawful source of income	Criminal record
Genetic information	Workplace hazards to reproductive systems	(in state employment and licensing)
		Breastfeeding in places of public accommodation

Not all of the above protected classes are covered by each law. Please review the law or consult a CHRO Regional office for specific information.

What is the Connecticut Commission on Human Rights and Opportunities?

- A State agency
- The nation's oldest civil rights enforcement agency, established in 1943.

What general areas do anti-discrimination laws cover?

Categories:

- Employment
- Housing
- Public accommodations
- Credit transactions

What is Illegal Discrimination?

With some exceptions, federal and/or state law prohibits discrimination against persons based on a protected class such as race, sex, age, etc., as listed on the front cover. The Connecticut Commission on Human Rights and Opportunities will advise you of your rights under both state and federal law.

- It is illegal for employers, employment agencies or labor organizations to discriminate based on a protected class such as race, sex, age, etc., in recruiting, hiring, referring, classifying, promoting, advertising, discharging, training, laying off, compensating or other "terms and conditions" of employment.
- It is illegal to discriminate based on a protected class such as race, sex, age, etc., in services rendered to the public or in rental or sale of public or private housing.
- It is illegal to discriminate based on a protected class such as race, sex, etc., in any credit transaction including loans or mortgages.
- It is illegal for anyone to retaliate against you for filing a discrimination complaint or for opposing discriminatory employment practices.

How is a discrimination complaint processed?

- The Complaint – A phone call, letter or visit to any Commission on Human Rights Regional Office starts the process. An interview may be scheduled to help you file your sworn complaint. Complaints generally must be filed within 180 days of the time you became aware of the discrimination.
- The Response – The complaint is delivered to the "respondent," the company (or person in certain instances) you feel has discriminated against you. They must respond under oath within 30 days, with one 15-day extension allowed, for an employment case, and within 10 days for a housing case.
- 90-Day Merit Assessment Review – Within ninety (90) days from the date an answer to a complaint is filed (except housing), the Commission must conduct a merit assessment review of the complaint. The purpose of the review is to determine if the complaint (a) fails to state a claim for which relief can be granted; (b) is frivolous on its face; (c) the respondent is exempt from the statutory provisions enforced by the Commission; or (d) poses no reasonable possibility that further investigation will result in a finding of Reasonable Cause. If any of these determinations are made, the complaint will be summarily dismissed.

The merit assessment review will be based upon: (a) the complaint, (b) the respondent's Answer and responses to the Commission's requests for information if any; and (c) the complainant's comments, if any, to the respondent's answer and information responses, provided that the complainant's response rebuttal is filed with the Commission within 15 days of the complainant's receipt of respondent's answer and response to the Commission's request for information.

All complaints NOT summarily dismissed will be retained the Commission will determine the most appropriate method for the further processing of the complaint. Such methods may include mandatory mediation, expedited or extended fact-finding and full investigation.

- The Investigation – After a complaint is retained, cases are assigned to one of our investigators, as soon as the Commission's caseload permits, in the order in which they are filed, except in housing and other emergency matters. Our investigator's job is to act as a neutral person who will gather information on both sides of your complaint – your side and the side of the person or company you feel has discriminated against you. The investigator collects documents and testimony from witnesses and will review these with you. The Commission has the authority to subpoena witnesses and documents if necessary.
- The Determination – Our investigator looks at the laws that apply to the case, and at the facts uncovered by the investigation, and determines if there is "reasonable cause" or "no reasonable cause" to believe that your rights have been violated under the law. In most situations, we try to make this determination within 190 days of the merit assessment review, with up to two three-month extensions.

A "no reasonable cause" determination means a case will be closed for lack of sufficient evidence. This does not mean that the discrimination did not occur, but that the investigator could not find sufficient evidence to support your complaint.

Sometimes a case may be closed before an investigation is complete and a "determination" is made. Some examples are if both sides agree to a settlement, if you withdraw your complaint, if you cannot be located, or if your complaint is one the Commission does not have the authority to handle. You may also request a release of jurisdiction to proceed in state court, which, when granted, will close your case with the Commission.

- The Remedies – If our investigator determines there is cause to believe discrimination could have occurred in your case, our investigator is required by state law to try to negotiate an agreement between you and the other party to eliminate the illegal discrimination and to make you "whole" – to return you to where you would have been if the discrimination had not occurred.

In an employment case, a settlement could include getting your job back, an award of back pay and lost benefits, or other remedies. In a housing case, a settlement could include getting the property you were denied, an award for the difference in rent you had to pay, or other remedies to make you "whole" again.

- The Hearing – If your case is one of the few that cannot be resolved through a negotiated Agreement a hearing referee will decide the case. The hearing referee is a lawyer who decides cases about discrimination, and the process is similar to taking a case to a judge

in a courtroom. The difference is that you do not have to hire a lawyer, and there are no legal fees, or any other costs for you to pay, as in a court case.

During the hearing, a commission staff attorney will present the evidence of discrimination the agency has found in your case. You may be represented by an attorney if you choose to hire one. After examining witnesses and evidence presented at the hearing, and after the filing of various legal documents, the hearing referee, within 90 days of the close of the hearing, will make a decision in writing about the case. If the hearing referee rules discrimination occurred, she or he will order the discrimination stopped and can order remedies, as described above.

- The Appeal – You, the respondent or the Commission may appeal a public hearing decision and settlements can be enforced in the state courts.

What other services does the Connecticut Commission on Human Rights and Opportunities Offer?

- Education Programs – Educates the public about human rights issues
- Diversity Programs – Reviews and monitors affirmative action plans of state agencies
- Economic Programs – Reviews and monitors equal opportunity in State contracts and the use of minority business enterprises in state public works contracts.

How do I contact the Connecticut Commission on Human Rights and Opportunities?

For your convenience, we have offices located in four cities. Call the Connecticut Commission on Human Rights and Opportunities Office nearest you for more information.

The following is a list of our regional offices and telephone numbers:

CHRO • Capitol Region Office
1229 Albany Avenue
Hartford, CT 06112
860/566-7710 Voice or TDD
FAX (860) 566-1997

CHRO • West Central Region Office
Rowland State Government Center
55 West Main Street, Suite 210
Waterbury, CT 06702-2004
203/805-6530 Voice
203/805-6579 TDD
FAX (203) 805-6559

CHRO • Southwest Region Office
1057 Broad Street
Bridgeport, CT 06604
203/579-6246 Voice or TDD
FAX (203) 579-6950

CHRO • Eastern Region Office
100 Broadway
Norwich, CT 06360
860/886-5703 Voice
860/886-5707 TDD
FAX (860) 886-2550

Connecticut Commission on Human Rights and Opportunities

•Administrative Offices:

21 Grand Street, Hartford, CT 06106
860/541-3400 Voice • 860/541-3459 TDD
CT Toll Free 1-800-477-5737

• Housing Complaints • 860/541-3403
FAX: (860) 246-5419

Web site: www.state.ct.us/chro

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

MAUREEN ALLEN, ET AL.,	:	CIVIL ACTION NO.
Plaintiffs,	:	3:02CV1370(AHN/HBF)
	:	
v.	:	
	:	
JOHN J. ARMSTRONG, ET AL.,	:	
Defendants.	:	

ORDER CERTIFYING CLASS

After notice and hearing, pursuant to Federal Rule of Civil Procedure 23, and by agreement of the parties, the Court hereby certifies this action as a class action for the purpose of ordering the equitable relief set forth in the parties' Stipulated Agreement dated April 17, 2003.

The class is defined as: "All female employees of the Connecticut Department of Correction and all female employees of the UConn Health Center, Correctional Managed Health Care."

Class counsel are:

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IT IS SO ORDERED.

Dated: _____

Alan H. Nevas
United States Senior Judge